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Attorneys for Plaintiff
OUR CHILDREN'S EARTH FOUNDATION

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

OUR CHILDREN'S EARTH FOUNDATION,

Plaintiff,

v.

THE CITY OF PACIFICA, a municipal
corporation,

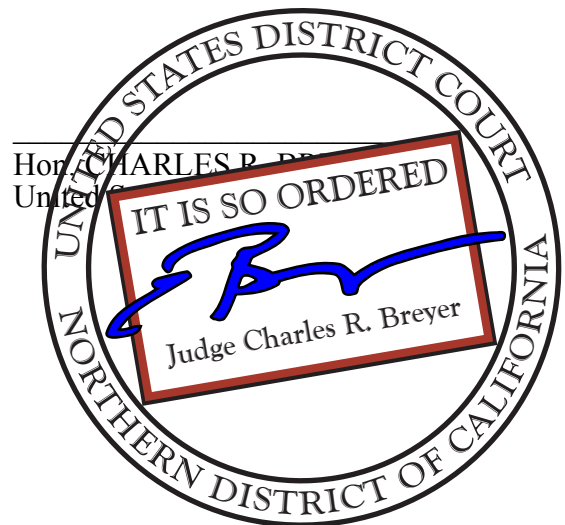
Defendant.

Civil No. C-09-05201 CRB

~~[PROPOSED]~~ ORDER DISMISSING
COMPLAINT

1 After consideration of the Consent Decree between the parties attached to this order, I
2 hereby dismiss this case with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2) and
3 retain jurisdiction over the parties with respect to any disputes that may arise under the Consent
4 Decree.
5

6
7 APPROVED AND SO ORDERED, this 30th day of June 2011.
8
9



ATTACHMENT
(Consent Decree, Entered June 29, 2011)

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Attorneys for Plaintiff
OUR CHILDREN'S EARTH FOUNDATION

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

OUR CHILDREN'S EARTH
FOUNDATION,

Plaintiff,

v.

CITY OF PACIFICA,

Defendant.

) Case No.: C 09-05201 CRB

) ~~REDACTED~~ CONSENT DECREE

WHEREAS, on November 3, 2009, plaintiff Our Children's Earth Foundation ("OCE") filed this action ("Action") against defendant City of Pacifica ("the City" or "Pacifica") pursuant to the citizen suit provision of the Clean Water Act ("CWA"), 33 U.S.C. §§ 1251, et seq., alleging raw sewage and wastewater discharges in violation of the CWA;

WHEREAS, the parties agree, and the Court by entering this Consent Decree finds, that settlement of the Action, without further protracted litigation, is fair, reasonable and in the public interest;

1 NOW, THEREFORE, without adjudication of any issue of fact or law, except as
2 specifically provided herein, and upon the consent and agreement of the parties to this Consent
3 Decree by their authorized officials;

4 IT IS ADJUDGED, ORDERED AND DECREED THAT:

5 **I. GENERAL OBJECTIVES**

6 1. The objectives of this Consent Decree are:

7 a. To ensure that the City continues to improve its efforts to comply with the
8 CWA;

9 b. To ensure that the City continues to use, implement, and improve ways,
10 means, and methods to prevent or reduce sanitary sewer overflows; and

11 c. To further the goals and objectives of the CWA.

12 **II. DEFINITIONS**

13 2. Unless otherwise expressly defined herein, terms used in this Consent Decree
14 which are defined in the CWA or in regulations or rules promulgated under the CWA have the
15 meaning assigned to them in the statutes or regulations or rules. Whenever terms listed below are
16 used in this Consent Decree, the following definitions apply:

17 “Consent Decree” means this Consent Decree and any attachments or documents
18 incorporated by reference.

19 “Collection System” means all pipes, maintenance holes, sewer lines, pump stations, and
20 appurtenances thereto under ownership and responsibility of the City that are used to convey
21 domestic, commercial, or industrial wastewater to the WWTP and does not include lower laterals
22 for which the City is not responsible pursuant to Section 6-9.02 of the City’s Municipal Code,
23 private (upper) laterals or other privately owned or operated infrastructure connected to the City’s
24 Collection System.

25 “Day” means a calendar day. In computing any period of time under this Consent Decree,
26 where the last day of such period is a Saturday, Sunday, or Federal or State Holiday, the period
27 runs until the close of business on the next day that is not a Saturday, Sunday, or Federal or State
28 Holiday.

“Design Storm” means a ten (10) year return period rainstorm with a duration of twenty-four (24) hours as measured by a properly calibrated and monitored rain gage, or such rain gages, within Pacifica or, if no such gage is available, at such rain gages in surrounding communities such as San Bruno or at the San Francisco International Airport. The engineering design criteria to be used by Pacifica for a ten (10) year twenty-four (24) hour storm shall take into account short duration intense rainfall periods by reference to USDA Urban Hydrology for Small Watersheds guidance TR-55 (June 1986) and use of the synthetic rainfall distribution curve (Figure B-1 SCS 24-Hour Rainfall Distribution) found in Appendix B of TR-55. Pacifica shall use the distribution curve for a Type IA storm as referenced on Figure B-1 of Appendix B of TR-55 based on local rainfall quantities for the Pacifica area in San Mateo County, California. Notwithstanding the foregoing, the City may request modification to the definition of “Design Storm” following completion of the Master Plan (defined below) if the flow data in the Master Plan demonstrates that the current definition is impractical or cost-prohibitive. The City shall submit any request for modification of the definition of “Design Storm” to OCE for approval, within ninety (90) days after the final Master Plan has been approved by the City in 2011, which approval OCE shall not unreasonably withhold.

“Effective Date” means the effective date of this Consent Decree, which shall be the date upon which this Consent Decree is entered by the Court.

“Fiscal Year” means the 12-month period beginning July 1st of one year and ending June 30th of the following year.

“Interest” means interest at the rate established by the Secretary of the Treasury pursuant to 28 U.S.C. § 1961, calculated from the date payment is due under this Consent Decree through the date of actual payment.

“POTW” means the WWTP and the Collection System.

“Sewer line segment” means any section of publicly-owned sewer line or pipe located between: (1) two manholes/maintenance holes; (2) a pump station and a manhole/maintenance hole; (3) a pump station or a manhole/maintenance hole and a headworks structure; or (4) a sewer line or pipe otherwise identifiable as a discrete section.

1 “SSO” or “SSOs” means a sanitary sewer overflow, i.e., the discharge, release, or spilling
 2 of sewage, including wastewater or sewage sludge, slurry, or solids, from any portion of the
 3 Collection System, including SSOs to waters of the United States, other surface waters, or any
 4 other location outside of the Collection System.

5 “SSMP” means the City’s Sewer System Management Plan.

6 “The WDR” means the Statewide General Waste Discharge Requirements for Sanitary
 7 Sewer Systems (Order No. 2006-0003-DWQ) (“the WDR”).

8 “Waters of the United States” has the meaning defined in 33 C.F.R. § 328.3(a) and 40
 9 C.F.R. § 230.3(s).

10 The “WWTP” means the City’s Calera Creek Water Recycling Plant.

11 **III. JURISDICTION AND VENUE**

12 3. This Court has jurisdiction over the subject matter of the claims asserted by OCE
 13 pursuant to CWA section 505(a), 33 U.S.C. § 1365(a), 28 U.S.C. §§ 1331, 1355, and 1367. Venue
 14 is proper in this judicial district pursuant to section CWA §§ 309(b), 505(c), 33 U.S.C. §§ 1319(b),
 15 1365(c), and 28 U.S.C. §§ 1391(b) and (c). The parties waive any and all objections that they may
 16 have to the Court’s jurisdiction to enter and enforce this Consent Decree.

17 **IV. EFFECT OF CONSENT DECREE**

18 4. OCE does not, by its consent to this Consent Decree, warrant or aver in any manner
 19 that the City’s compliance with this Consent Decree will constitute or result in compliance with
 20 any federal or state law or regulation.

21 5. This Consent Decree is neither a permit nor a modification of existing permits
 22 under any federal, state, or local law and in no way relieves the City of its responsibilities to
 23 comply with all applicable federal, state and local laws and regulations.

24 6. Compliance with this Consent Decree, including the payment of all civil and
 25 stipulated payments and Interest accrued thereon, the completion of all injunctive relief, and the
 26 completion of all Supplemental Environmental Projects required pursuant to this Consent Decree
 27 resolves OCE’s civil claims for the violations alleged against the City in the Action.
 28

8. The provisions of this Consent Decree apply to and bind OCE and the City (collectively, "Parties"), including any successors or assigns. The Parties certify that their undersigned representatives are fully authorized to enter into this Consent Decree, to execute it on behalf of the Parties, and to legally bind the Parties to its terms.

9. The Parties agree to be bound by this Consent Decree and not to contest its validity in any subsequent proceeding to implement or enforce its terms. By entering into this Consent Decree, the City does not admit liability for any purpose as to any allegation or matter arising out of the Action. Nothing in this Consent Decree shall constitute an admission of any fact or a waiver of any right unless specifically set forth herein.

10. No change in ownership or corporate or other legal status of the City or any transfer of the City's assets or liabilities shall in any way alter the responsibilities of the City or any of its successors or assigns thereof, under this Consent Decree. In any action to enforce this Consent Decree, the City shall not raise as a defense the failure by any of its agents, servants, contractors, employees, successors or assigns to take actions necessary to comply with this Consent Decree, unless such actions were prevented by a force majeure.

11. Except as otherwise provided in this Part, the sale or transfer of ownership or operation of any portion of the POTW does not relieve the City of its obligations under this Consent Decree. Not later than thirty (30) days prior to sale or transfer of ownership or operation of any portion of the POTW, the City shall give written notice of this Consent Decree to each purchaser or successor in interest. The City also shall give written notification to OCE, in

accordance with Part XXIII (NOTICES AND SUBMISSIONS), of the anticipated sale or transfer of ownership or operation of the POTW at least thirty (30) days prior to the scheduled date of such sale or transfer and may seek from the Court a modification of this Decree that would transfer responsibility for compliance with some or all of these provisions to its successor. The Court shall grant such request if the successor is ready, willing and able to fully implement obligations the successor would assume under this Consent Decree.

VI. SSO REDUCTION PERFORMANCE GOALS

12. The City shall use its best efforts to attain the following SSO Reduction Performance Goals:

a. Reduction of total number of SSOs as follows (stated in calendar years):¹

SSO Reduction Table	
Year	Number of SSOs
2011	18
2012	15
2013	14
2014	13
2015	11
2016	10
2017	8
2018	7
2019	6
2020	5

¹ The City may calculate each year's SSO value for purposes of this table as either the total number of SSOs in that year or the annual average SSO rate over the previous twenty-four (24) months.

b. Limitation of total SSOs exceeding 1000 gallons to no more than the following:

Year	Total SSOs Exceeding 1000 Gallons
2012	4
2014	3
2016	2
2018 and subsequent years	1

c. No capacity-related SSOs after 2019 except caused by storm events exceeding the Design Storm.

d. No repeat SSOs due to pipe defects, grease, roots or debris within one year from the same sewer line segment or manhole in 2013 and subsequent years.

13. Failure to attain the SSO Reduction Performance Goals set forth in this Part VI shall not constitute a violation of this Consent Decree, but shall be used (1) as a benchmark in evaluating whether the City has designed and is implementing an adequate SSMP as required under this Consent Decree and (2) one of the criteria to be considered in any Dispute Resolution proceeding under Part XXV (DISPUTE RESOLUTION) of this Decree concerning whether the City has designed and is implementing an adequate SSMP as required under this Consent Decree.

14. Further, as specified in Part XXX of this Decree, the SSO Reduction Performance Goals of this Part VI shall be relevant to termination of this Consent Decree.

VII. COMPLIANCE ACTION PLAN

15. If any Consent Decree Compliance Report provided by Pacifica to OCE pursuant to Part XXI of this Consent Decree documents that Pacifica has met the then-applicable SSO Reduction Performance Goals, Pacifica shall have no obligation to prepare a Compliance Action Plan as set forth herein. However, if a Consent Decree Compliance Report documents SSOs in excess of the then-applicable SSO Reduction Performance Goals, Pacifica shall submit to OCE by June 1st of that same year a Compliance Action Plan that specifies the actions taken in the prior calendar year pursuant to this Consent Decree and additional measures to be taken during the upcoming fiscal year and thereafter, which are designed to achieve compliance with the SSO

1 Reduction Performance Goals set forth in this Consent Decree. The Compliance Action Plan shall
2 include a proposed schedule for implementation of all actions proposed.

3 16. Pacifica shall address in the Compliance Action Plan the various elements of such a
4 plan that it believes will be necessary to achieve future compliance with the SSO Reduction
5 Performance Goals. Pacifica may include any or all elements in the Compliance Action Plan in its
6 SSMP.

7 17. If additional funding is necessary to implement the Compliance Action Plan,
8 Pacifica shall seek such funding as soon as is practical. If Pacifica seeks financing, but is
9 unsuccessful, Pacifica will disclose in the Compliance Action Plan the extent of its efforts,
10 including any circumstances beyond its control which could not have been reasonably foreseen or
11 prevented by the exercise of due diligence.

12 **VIII. SEWER SYSTEM MANAGEMENT PLAN**

13 18. The City shall maintain a comprehensive SSMP that fully complies with the WDR,
14 any administrative orders issued by the California Regional Water Quality Control Board, Region
15 2 ("the Regional Board") and this Consent Decree. The City shall update the SSMP as needed to
16 remain in full compliance with the WDR, any applicable Regional Board administrative orders,
17 and this Consent Decree. The SSMP shall set forth the measures and an implementation schedule
18 for the measures that the City is and will in the future employ to attain a well-maintained and
19 operated Collection System. The SSMP shall further be designed to obtain the SSO Reduction
20 Performance Goals and meeting these goals shall be a criterion for determining the adequacy of
21 the SSMP.

22 **IX. ILLICIT DISCHARGES**

23 19. By July 1, 2011, the City shall commence development of a program to detect and
24 eliminate illicit discharges. The City shall commence implementation of its program by
25 September 1, 2011 and commence field work by October 30, 2011. The City shall thereafter
26 continue to develop and implement its program. As part of this program, by December 31, 2011,
27 the City shall complete smoke testing of the portions of its Collection System identified in the
28 Master Plan (defined below) as having excessive I&I and are the most appropriate for smoke

1 testing. By November 15, 2011, the City shall adopt an ordinance, or amend existing ordinances,
2 to provide the City with the requisite authority to eliminate illicit discharges and shall take
3 reasonable enforcement efforts under said ordinance to eliminate identified illicit discharges.

4 **X. SEWER CONDITION ASSESSMENT**

5 20. By March 1, 2013, the City shall conduct a condition assessment of all gravity
6 sewers in its Collection System. The condition assessment shall be based on closed circuit
7 television ("CCTV") inspection and employ a system for ranking the condition of sewer pipes that
8 meets American National Standards Institute or other industry-accepted standards. The City shall
9 use the results of the CCTV inspection and condition assessment to identify and prioritize
10 Collection System deficiencies requiring repair, rehabilitation or replacement and shall incorporate
11 identified sewer repair, rehabilitation and replacement projects into the Initial CIP, Updated CIP,
12 and any subsequent revised CIP (defined below) based on the ranking and resulting prioritization.
13 Completion of a condition assessment by March 1, 2013 requires that the City attempt CCTV
14 inspection and ranking of every gravity sewer segment in its Collection System. For segments
15 where full segment inspection is precluded, the City shall develop a plan and schedule to repair or
16 replace and fully reinspect each blocked segment and shall implement the plan in accordance with
17 the time frames set forth in the schedule developed by the City. The schedule in the plan shall
18 provide for reinspection of any blocked sewer line as expeditiously as practical but no later than
19 twelve (12) months of the initial failed inspection.

20 **XI OPERATIONS AND MAINTENANCE**

21 21. By June 1, 2011, the City shall purchase a Computerized Maintenance
22 Management System ("CMMS"). The CMMS shall be used in conjunction with the City's GIS
23 database to track and make readily available to relevant City employees and contractors
24 information concerning SSO history, sewer line cleaning, and other information necessary to plan
25 system operation and maintenance and capital improvements. By September 1, 2011, the City
26 shall begin scheduling gravity sewer maintenance activities in CMMS and begin recording
27 completed maintenance activities in CMMS.

1 22. By August 1, 2011, the City shall commence development of an enhanced root
2 control program. The enhanced root control program shall reflect the recommendations from the
3 SSO Reduction Plan developed pursuant to paragraph 25. The City shall commence
4 implementation of its enhanced program by October 30, 2011. The City shall thereafter revise its
5 program based on the data gathered and captured in the City's CMMS. The City shall continue to
6 implement the program as revised. The enhanced root control program shall utilize cleaning
7 results and CCTV inspection data to identify gravity sewers with significant root intrusion and
8 shall control root intrusion in those gravity sewers with significant levels of root intrusion using
9 mechanical root removal and/or chemical root control.

10 23. By June 1, 2011, the City shall commence efforts to optimize its sewer line
11 cleaning program and shall commence implementation of its optimized program by July 30, 2011.
12 The City shall thereafter continue to optimize its program based on the data gathered and captured
13 in the City's CMMS and via CCTV inspection. The City shall continue to implement its
14 optimized cleaning program. The optimized cleaning program shall include (i) preventive
15 cleaning of problem gravity sewers ("Hot Spots") to prevent recurring SSOs, (ii) an initial system-
16 wide proactive cleaning of all gravity sewers within the next 3 years and (iii) condition-based
17 proactive cleaning of all gravity sewers with a cleaning cycle not to exceed 10 years for any
18 specific gravity sewer.

19 24. The City shall continue to implement its fats, oils and grease control program and
20 shall continue to inspect all food service establishments in the City every calendar year.

21 25. By June 1, 2011, the City shall prepare a SSO Reduction Plan. The SSO Reduction
22 Plan shall include (i) an analysis of historical SSOs (location, cause, maintenance history, and
23 associated CCTV data), (ii) review of existing maintenance activities and practices, and (iii)
24 recommendations for changes to sewer cleaning methods, tools, and schedules to reduce the
25 frequency of SSOs. The City shall implement the recommendations in the SSO Reduction Plan by
26 June 30, 2011.

XII. COLLECTION SYSTEM MASTER PLAN

26. The City has engaged RMC Water and Environment ("RMC") to conduct the tasks outlined in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Scope of Work"), which OCE hereby approves by execution of this Consent Decree. By September 15, 2011, the City shall cause RMC to complete Tasks 1-9 in the Scope of Work except for the Final Collection System Master Plan ("Master Plan") which shall be completed and submitted to OCE and the Regional Board by October 15, 2011.

XIII. TRAINING

27. By October 30, 2011, the City shall complete an assessment of the competency of its Collection System staff and a Training and Staffing Plan to provide training to Collection System operation and maintenance ("O&M") personnel. The training assessment and program shall include but not be limited to the following:

(a) The City shall assess all Collection System O&M personnel (from line staff through supervisor) to determine their current abilities and compare them against the actual technical skill sets needed to competently perform Collection System O&M duties. The assessment shall be based on a comparison of the current skill sets of the City's personnel and the skill sets such personnel are expected to have per the job description for their particular position.

(b) Based on the results of the assessment, the City shall identify deficiencies and make the appropriate adjustments to job descriptions and/or training plans for each Collection System O&M personnel.

(c) No later than November 1, 2011, the City shall commence implementation of the training plan developed for each O&M personnel.

(d) Training provided to O&M personnel shall include but not be limited to classroom, drills/practice SSO response events, workshops, online courses and self-paced courses.

(e) The City shall report on the progress of its training program in the Consent Decree Compliance Reports.

1 XIV. LONG RANGE SANITARY SEWER CAPITAL IMPROVEMENT PLAN

2 28. The City shall prepare and implement a Long Range Sanitary Sewer Capital
 3 Improvement Plan ("LRSS-CIP") based on the results of the condition assessment conducted
 4 pursuant to paragraph 20 and the Master Plan. By July 1, 2011, the City shall commence
 5 development of an Initial LRSS-CIP ("Initial LRSS-CIP") that includes (i) projects identified in
 6 the Master Plan to address capacity deficiencies, (ii) projects identified in the Master Plan to
 7 reduce I&I, and (iii) repair, rehabilitation or replacement projects identified to address Collection
 8 System deficiencies in those portions of the Collection System for which the City has conducted a
 9 condition assessment. The Initial LRSS-CIP shall include a schedule for implementing projects
 10 contained in the Initial LRSS-CIP during fiscal year 2012 and fiscal year 2013 ("Interim CIP
 11 Schedule"). The Initial LRSS-CIP shall be included in the Master Plan required by Paragraph 26.
 12 The City shall implement the Initial LRSS-CIP in accordance with the Interim CIP Schedule
 13 contained therein. The City shall undertake and complete the CIP projects set forth on Exhibit B,
 14 during fiscal year 2010. By July 1, 2011, the City shall complete a CIP and schedule for fiscal
 15 year 2011 and provide a copy to OCE. The City shall implement the CIP in accordance with the
 16 schedule.

17 29. By January 31, 2014, the City shall complete an updated Long Range Sanitary
 18 Sewer CIP ("Updated LRSS-CIP") and updated CIP schedule ("Updated CIP Schedule"). The
 19 Updated LRSS-CIP shall include any additional repair, rehabilitation or replacement projects
 20 identified to address Collection System deficiencies in those portions of the Collection System for
 21 which a condition assessment had not been completed as of the date of the Initial LRSS-CIP. The
 22 City shall implement the Updated LRSS-CIP in accordance with the Updated CIP Schedule as
 23 such schedule may be adjusted by the Long-Term Financial Plan to be completed by November 1,
 24 2014. Notwithstanding anything to the contrary set forth herein, in no event shall Pacifica delay
 25 any projects in the Updated LRSS-CIP longer than is necessary for Pacifica to phase the sewer rate
 26 increases necessary to finance implementation of the Updated LRSS-CIP over a period of three
 27 years unless the City would have to raise sewer rates to a level equal to or greater than three
 28 percent (3%) of annual household income for Pacifica residents.

1 30. The City shall update the schedules in the Initial LRSS-CIP and Updated LRSS-
2 CIP as project implementation occurs and priorities change to meet established goals and to ensure
3 proper management of infrastructure assets.

4 31. In 2013 and in each subsequent year that this Consent Decree is in effect, the City
5 shall include as part of its Consent Decree Compliance Report required by Part XXI a spreadsheet
6 showing the City's progress in implementing the Interim and Updated LRSS-CIP and reflecting
7 any modifications to either the Interim or Updated LRSS-CIP made during the prior year. By
8 January 31 of 2016 and each subsequent year that this Consent Decree is in effect, Pacifica shall
9 review its Updated LRSS-CIP, and modify it to include any additional projects necessary to
10 achieve compliance with the SSO Reduction Performance Goals or that are warranted based on
11 additional condition assessment of Pacifica's Collection System.

12 **XV. PRIVATE LATERAL PROGRAM**

13 32. Within fifteen (15) days of the Effective Date, the City shall commence
14 development of a Private Lateral Program. The City shall complete a Private Lateral Program
15 Plan and commence implementation of this Plan by September 1, 2011. The City shall thereafter
16 revise its Plan as necessary to ensure an effective program. As part of this program, by November
17 15, 2011, the City shall adopt an ordinance with provisions at least as stringent as requiring (a)
18 inspection of private sewer laterals upon sale of property, upon issuance of a permit for a major
19 remodel (>\$75,000), and upon issuance of a permit for any remodel that adds a bathroom or
20 plumbing fixtures; (b) replacement of defective private sewer laterals by a specified deadline after
21 inspection and (c) receipt of evidence from landowners that defective private sewer laterals have
22 been repaired, rehabilitated, or replaced as condition to closing a sale or the City's sign-off on a
23 permit for a remodel. The ordinance may allow the repairs or replacement triggered upon sale to
24 be completed within a reasonable time after closing provided it shall contain adequate compliance
25 enforcement mechanisms. The City shall thereafter make reasonable efforts to enforce the
26 ordinance. Further, as part of this program, the City shall comply with the following
27 requirements:
28

1 (a) Within 5 years from the Effective Date of this Consent Decree, the City shall, at the
 2 same time it replaces or rehabilitates sewer main lines, inspect 500 private laterals connected to
 3 such sewer main lines to determine whether such private laterals are defective. The inspections
 4 shall be at the City's sole cost and expense. However, the City shall not be obligated to repair or
 5 replace any defective private laterals or to pay for the cost of repairing or replacing any defective
 6 private laterals.

7 (b) The City shall develop and implement a public education campaign to inform
 8 property owners about the negative impacts of defective laterals on the Collection System and the
 9 environment and the beneficial impacts of repairing and replacing defective laterals.

10 (c) The Master Plan shall include an analysis as to whether the replacement of private
 11 laterals by the City in conjunction with any sewer main line work undertaken for capacity reasons
 12 would be a cost effective means of I/I reduction.

13 **XVI. FINANCIAL PLAN**

14 33. By November 1, 2011, the City shall develop an interim Financial Plan and by
 15 November 1, 2014 a Long-Term Financial Plan. The interim Financial Plan shall address fiscal
 16 years 2012 through 2014. The Long-Term Financial Plan shall address fiscal years 2015 through
 17 2025. Each Financial Plan shall evaluate (i) the costs of implementing the tasks required by the
 18 General WDRs, any Regional Board orders and this Consent Decree; (ii) current and projected
 19 future financial resources available to implement potential tasks (including potential debt
 20 issuance); and (iii) to what extent the City's current wastewater rate structure may need to be
 21 increased to ensure adequate financial resources to implement such tasks.

22 **XVII. SUPPLEMENTAL ENVIRONMENTAL PROJECTS**

23 34. Subject to Paragraph 38, the City shall implement the Private Lateral Program
 24 Supplemental Environmental Project(s) ("SEP I") described in Exhibit C in accord with the
 25 timelines set forth therein. The Parties agree that SEP I is intended to secure significant
 26 environmental benefits to the watersheds and ocean waters in and adjacent to Pacifica. The City
 27 shall fund SEP I in the amount of \$650,000.

28 35. As an additional Supplemental Environmental Project ("SEP II"), the City shall

1 convey \$5,000 to Pacifica's Environmental Family ("PEF") within 30 days of the Effective Date to
 2 fund Cleaner Pacifica, Healthier Oceans - Ocean Stewardship Program, a classroom program to be
 3 conducted by the Pacifica Beach Coalition to teach students about becoming an ocean steward.
 4 The Parties agree that SEP II is intended to secure significant environmental benefits to the
 5 watersheds and ocean waters in and adjacent to Pacifica.

6 The City and OCE shall enter into a contract with PEF and the Pacifica Beach Coalition
 7 obligating the Pacifica Beach Coalition to complete SEP II. The contract shall require PEF and
 8 the Pacifica Beach Coalition to provide the City and OCE with a final report detailing completion
 9 of SEP II. The final report shall provide an accounting of how Pacifica Beach Coalition used the
 10 SEP II funding to implement SEP II. PEF and the Pacifica Beach Coalition must enter into such a
 11 contract as a condition of receiving the funds. Pacifica shall send the payments specified by this
 12 paragraph to:

13 Lynn Adams, President
 14 Pacifica's Environmental Family/Pacifica Beach Coalition
 601 Beaumont Blvd
 15 Pacifica, CA 94044

16 36. Subject to Paragraph 38, the City shall further implement the additional
 17 Supplemental Environmental Project ("SEP III") described in Exhibit D in accord with the
 18 timelines set forth therein. The Parties agree that SEP III is intended to secure significant
 19 environmental benefits to the watersheds and ocean waters in and adjacent to Pacifica. The City
 20 shall fund SEP III in the amount of \$170,000.

21 37. As an additional Supplemental Environmental Project ("SEP IV"), in the years
 22 2011 through 2013, the City shall cooperate with and provide logistical support to the Pacifica
 23 Beach Coalition's beach cleanup days in a comparable manner as the City provided in 2010.

24 38. Notwithstanding the foregoing, the City may, by notifying OCE in writing, elect to
 25 implement an Expanded Private Lateral Program Supplemental Environmental Project
 26 ("Expanded SEP I") in lieu of SEPs I and III. In the event the City elects to implement the
 27 Expanded SEP I in lieu of SEPs I and III, the City shall fund the Expanded SEP I in the amount of
 28 \$820,000. In addition, the City shall fund an additional Supplemental Environmental Project

1 (“SEP V”) mutually agreed upon by the Parties that addresses water quality or other related
 2 environmental issues in or about Pacifica. The City shall fund SEP V in the amount of \$25,000
 3 and shall implement SEP V in accordance with a mutually agreed upon timeline.

4 39. The amounts and details of the SEPs set forth above are premised on initial
 5 discussions with the Regional Board as to the acceptability of such SEPs and the potential amount
 6 the Regional Board may approve for SEPs. In the event the substance or amounts of these
 7 proposed SEPs is not approved by the Regional Board as a part of its enforcement actions, the
 8 Parties agree to meet and confer to reach agreement on alternative SEPs and/or SEP amounts
 9 which are acceptable to OCE and the Regional Board. The Dispute Resolution process in Part
 10 XXV may be invoked by either party if agreement is not reached within sixty (60) days of the City
 11 providing notice of the Regional Board action to OCE.

12 40. During the life of this Consent Decree, the City shall submit annual SEP Reports to
 13 OCE detailing implementation of the SEPs and further documenting that the City has funded the
 14 SEPs at the specified level. Such reports shall be due by March 31 of each calendar year this
 15 Consent Decree is in effect and may be include in the Consent Decree Compliances Reports
 16 required by Part XXI. However, upon completion or implementation of the SEPs in accordance
 17 with the terms of this Consent Decree, the City shall no longer be required to submit any SEP
 18 Reports.

19 41. The City shall not refer to completion or implementation of the SEPs required
 20 under this Consent Decree in any representation to the public without explicitly stating in any such
 21 representation that it undertook completion or implementation of the SEPs in response to a CWA
 22 enforcement action brought by OCE.

23 42. For SEPs to meet the requirements of this Consent Decree, the following criteria
 24 must be met:

25 a. Completion or implementation of the SEPs shall not be required under any
 26 state, local or federal law or regulation,

27 b. The SEPs shall not be required by any other permit or contract to which the
 28 City is a party,

c. The City shall not have made a decision to complete or implement the SEP(s) prior to the date this Action was filed and

d. The City shall not receive reimbursement from any person for SEP expenditures.

e. Notwithstanding the foregoing, the City may request that all or portions of the SEP expenditures required by this Consent Decree be considered by the Regional Board to satisfy the SEP expenditures required for resolution of Administrative Civil Liability Complaint No. R2-2009-0075 (an administrative penalty action instituted after OCE sent its notice of intent to file this Action and which has not been concluded as of the date the Parties agreed to the SEP expenditures required by this Consent Decree), which alleges the same or similar facts and violations as set forth in this Action.

43. The parties agree that the SEP(s) in Exhibits C and D meets these criteria as of the date of execution of this Consent Decree. In its SEP Reports, the City shall certify in writing under penalty of law that these criteria continue to be satisfied in full with respect to the SEP(s).

XVIII. REVIEW OF SUBMITTALS

44. Pacifica shall provide to OCE the Training and Staffing Plan; Collection System Master Plan, Initial LRSS-CIP, Updated LRSS-CIP, the SSO Reduction Plan, the Private Lateral Program Plan, the Financial Plan and the Compliance Action Plans under Part VII by the deadlines for such plans set forth herein for OCE's review and comment opportunity. OCE shall have sixty (60) days from receipt to review and comment on any plan covered by this Part, but shall use its best efforts to provide comments promptly upon receipt. Pacifica shall consider in good faith OCE's comments on each plan covered by this Part. If the City does not accept any of OCE's comments, the City shall, if requested by OCE, meet and confer with OCE and explain in this meeting why Pacifica has not accepted OCE's comments. Thereafter, any Party may invoke Dispute Resolution concerning the plan in issue. The Parties realize that professional judgments may differ. Therefore, OCE shall not have an absolute right to demand modifications to address each of its concerns in the manner it prefers, and Pacifica must work in good faith with OCE to develop the plans covered by this Part in a manner which is sufficient in approach and scope to

ultimately satisfy both Parties.

XIX. STIPULATED PAYMENTS

45. Subject to paragraph 47, if Pacifica fails to submit the Training and Staffing Plan under paragraph 27; the Collection System Master Plan under paragraph 26; the Initial LRSS-CIP under paragraph 28; the Updated LRSS-CIP under paragraph 29; the SSO Reduction Plan under paragraph 25; the Private Lateral Program Plan under paragraph 32, or the Financial Plan under paragraph 33 by the deadlines set forth herein, Pacifica shall pay the following stipulated payments:

Period of Noncompliance	Penalty Per Violation Per Day
Days 1-30	\$200
Days 31-60	\$400
Days over 60	\$750

46. If the City fails to submit the Consent Decree Compliance Reports by the deadlines provided herein, the City shall pay stipulated payments of one hundred dollars (\$100) per day.

47. Stipulated payments shall not begin to accrue unless and until OCE provides written notice to Pacifica that the applicable report is late and Pacifica fails to provide such report within three business days following receipt of OCE's written notice. Stipulated payments shall continue to accrue through the date the late report is submitted to OCE. Stipulated payments shall not continue to accrue during any revision process or Dispute Resolution proceeding under Part XXV (DISPUTE RESOLUTION) and shall not be imposed if OCE agrees to the revision or if OCE fails to prevail in the dispute.

48. The City shall pay stipulated payments to the Pacifica Beach Coalition to be used solely to fund activities by the Pacifica Beach Coalition. Payments shall be due within forty-five (45) days of written demand from OCE, unless the City seeks Dispute Resolution concerning the demand for payment. The City shall provide notice to OCE of any stipulated payments made pursuant to this Part in accord with Part XXIII (NOTICES AND SUBMISSIONS). All payments pursuant to this paragraph shall be sent to:

Lynn Adams, President

1 Pacifica's Environmental Family/Pacifica Beach Coalition
 2 601 Beaumont Blvd
 3 Pacifica, CA 94044

4 Pacifica shall concurrently send notice to OCE that it has sent any such payments to the Pacifica
 5 Beach Coalition.

6 49. If the City fails to pay any of the payments required by this Consent Decree within
 7 thirty (30) days of the date such payments are due, Interest shall accrue from the date payment was
 8 due or written notice of the violation and amount of payment was received, until the City makes
 9 the required payment.

10 **XX. ATTORNEYS FEES AND COSTS**

11 50. The City shall pay to OCE the sum of \$112,500 as costs of suit and attorneys fees
 12 incurred through the execution of this Consent Decree in two payments. The first payment of
 13 \$56,250 shall be due within thirty (30) days of the Effective Date. The second payment of
 14 \$56,250 shall be due on December 20, 2011.

15 **XXI. REPORTING**

16 51. Commencing on March 1, 2012 and continuing each March 1st during the life of
 17 this Consent Decree, the City shall provide to OCE annual Consent Decree Compliance Reports
 18 detailing its compliance with this Consent Decree. The Reports shall:

19 a. Describe any changes made to the SSMP or implementation of the SSMP
 20 since the prior report, if any;

21 b. Include tables or data which will allow an easy comparison of the City's
 22 SSOs with the SSO Reduction Performance Goals set forth in Part VI;

23 c. If the City is not in compliance with the SSO Reduction Performance Goals
 24 set forth in Part VI, it shall indicate that a Compliance Action Plan will be submitted pursuant to
 25 Part VII;

26 d. Indicate whether the City's WWTP discharges have violated any NPDES
 27 Permit effluent limitations and if so, the causes of these violations and measures the City intends
 28 to take to avoid repeat of such violations;

e. Include as attachments any reports submitted to or received from the Regional Board concerning the City's proper operation, maintenance and capital improvement of its POTW.

f. If the City's annual report to the Regional Board meets all the requirements of this Part XXI, the City may comply with this Part by providing OCE with a copy of the annual reports.

XXII. COMPLIANCE MONITORING FUND

52. The City shall pay to OCE \$35,000 to fund OCE's monitoring of Consent Decree compliance. The City's first payment of \$7,000 shall be due within thirty (30) days of the Effective Date. The City's second payment of \$7,000 shall be due on December 20, 2011. The City's third payment of \$7,000 shall be due on December 20, 2012. The City's fourth payment of \$7,000 shall be due on December 20, 2013. The City's fifth payment of \$7,000 shall be due on December 20, 2014.

XXIII. NOTICES AND SUBMISSIONS

53. Except as otherwise expressly provided in this Consent Decree, whenever under the terms of this Consent Decree notice is required to be given or a report or other document is required to be forwarded by one Party to another, it shall, to the extent feasible be sent to the following individuals as electronic computer files at the e-mail addresses specified below. If a given document cannot be e-mailed, it shall be mailed to the following addresses. Any change in the individuals designated by either Party must be made in writing to the other Parties.

As to Plaintiff:

Michael Costa
Our Children's Earth Foundation
3701 Sacramento St. #194
San Francisco, CA 94118

cc: Christopher A. Sproul
Environmental Advocates
5135 Anza Street
San Francisco, California 94121
Email: csproul@enviroadvocates.com

As to the City:

1 Cecilia Quick, City Attorney
 2 City of Pacifica
 3 170 Santa Maria Avenue
 4 Pacifica, CA 94044-2506
 5 Email: quickc@ci.pacifica.ca.us

6 cc: Kenton L. Alm
 7 Meyers, Nave, Riback, Silver & Wilson
 8 555 12th Street, Suite 1500
 9 Oakland, CA 94607
 10 Email: kalm@meyersnave.com

11 **XXIV. FORCE MAJEURE**

12 54. The City's obligation to comply with one or more of the provisions of this Consent
 13 Decree shall be deferred to the extent and for the duration that the delay in compliance is caused
 14 by an event or circumstances beyond the reasonable control of the City or any entity controlled by
 15 the City, including its contractors, and that could not have been reasonably foreseen and prevented
 16 by the exercise of due diligence by the City.

17 55. Delays due to unanticipated or increased costs or expenses associated with the
 18 completion of any work or activity under this Consent Decree, changed financial circumstances,
 19 the City's failure to make timely and bona fide applications and to exercise diligent efforts to
 20 obtain permits, or normal inclement weather shall not, in any event, be considered to be
 21 circumstances beyond the City's control.

22 56. If any event or circumstance occurs which causes or may cause a delay in the
 23 City's compliance with any provision(s) of this Consent Decree and the City seeks relief under
 24 this Part XXIV:

25 a. The City shall provide written notice to OCE within thirty (30) days of the
 26 date that the City first knew of the event or circumstance or should have known of the event or
 27 circumstance by the exercise of due diligence.

28 b. The City's notice shall specifically refer to this Part of this Consent Decree
 and describe the anticipated length of time the delay may persist, the cause or causes of the delay,
 the measures taken or to be taken by the City to prevent or minimize the delay, the schedule by

1 which the measures will be implemented, and the anticipated date of compliance. The City shall
2 adopt all reasonable measures to avoid and minimize such delays.

3 c. If OCE agrees with the City's notice, the Parties shall submit a stipulation to
4 that effect to the Court, which shall be considered conclusive as to whether the City's
5 noncompliance with this Consent Decree may be excused or modified due to force majeure.

6 d. If OCE disagrees with the City's notice, either party may seek Dispute
7 Resolution under the procedures of Part XXV (DISPUTE RESOLUTION). In such proceeding,
8 the City shall bear the burden of proving that any delay of any requirement of this Consent Decree
9 was caused or will be caused by force majeure and the extent of any delay attributable to such
10 circumstances.

11 **XXV. DISPUTE RESOLUTION**

12 57. The Dispute Resolution procedure of this Part shall be the exclusive mechanism to
13 resolve any disputes arising under this Consent Decree.

14 58. Any dispute that arises under this Consent Decree shall initially be subject to a
15 period of informal negotiations, which shall not extend beyond forty-five (45) days unless the
16 Parties otherwise mutually agree in writing to an extension of the informal negotiation period.
17 The dispute shall be considered to have arisen on the date one Party receives written notification
18 from the other, specifically referencing this Part of this Consent Decree, that there is a dispute. If
19 the dispute is resolved through these informal negotiations, neither party shall be entitled to
20 attorney's fees and costs pursuant to paragraph 62.

21 59. If the Parties cannot resolve a dispute by informal negotiations under paragraph 58
22 above, then either Party may require that the dispute proceed to mediation. Such Party requesting
23 mediation shall send written notice to the other Party, via overnight delivery, of its request to
24 proceed with mediation. The mediator shall be Robert Goodman, if he is available. The parties
25 shall agree to the following alternates, in this order, if Mr. Goodman is unavailable: (1) Robert
26 Fisher, (2) Steven Weissman, (3) to be provided by City. The cost of mediation shall be borne by
27 the Party requesting mediation, unless alternative arrangements are agreed to in writing by the
28 Parties. If either Party is dissatisfied with the mediation process after sixty (60) days, such Party

1 may file a motion with the Court. The motion shall refer to this Part and shall set forth the nature
 2 of the dispute and a proposal for its resolution. The opposing Party shall have thirty (30) days in
 3 which to file a response with an alternate proposal for resolution.

4 60. The filing of a petition asking the Court to resolve a dispute shall not, in itself,
 5 postpone any deadline for the City to meet its obligations under this Consent Decree. If OCE
 6 prevails on the dispute, then the deadlines shall remain as specified in this Consent Decree. If the
 7 City prevails on the dispute, deadlines relevant to the issue in dispute shall be tolled for the time
 8 period when the issue was in dispute, except that deadlines shall not be tolled for any measures or
 9 actions set forth in the City's proposal for dispute resolution that are consistent with OCE's
 10 proposal for dispute resolution, provided that such consistent measures or actions are severable
 11 from the disputed measures.

12 61. As to any and all disputes under this Part, the Court shall determine which
 13 proposed resolution is most in keeping with the objectives, goals and requirements of this Consent
 14 Decree.

15 62. The prevailing Party in any dispute shall be entitled to attorneys fees and costs in
 16 accord with the standard established by 33 U.S.C. section 1365(d).

17 **XXVI. INCORPORATION AND MODIFICATION**

18 63. This Consent Decree is the entire agreement between the Parties and no major
 19 modifications to this Consent Decree shall be valid unless in writing, mutually agreed to and
 20 executed by the Parties, and entered by Consent Decree of this Court, except that the Parties may
 21 mutually agree in writing to minor modifications of this Consent Decree without further Consent
 22 Decree of the Court and such written minor modifications shall be deemed incorporated into this
 23 Consent Decree.

24 **XXVII. CONTINUING JURISDICTION**

25 64. The Court shall retain jurisdiction to enforce the terms and conditions of this
 26 Consent Decree and to resolve disputes arising thereunder as may be necessary or appropriate for
 27 the construction or execution of this Consent Decree up to and including the date of termination.

28 **XXVIII. RECORD RETENTION AND PUBLIC INFORMATION**

65. During the life of this Consent Decree, the City shall preserve at least one legible copy of all non-privileged records and documents, including computer-stored information, in its possession that document the City's performance of its obligations under this Consent Decree.

XXIX. PAYMENTS

66. All payments to OCE shall be made by check made payable to Environmental Advocates Attorney Client Trust Account and shall be disbursed therefrom in accordance with OCE's instructions. Payments shall be sent via certified mail, return receipt requested, to the following address:

Christopher A. Sproul (Bar No. 126398)
Environmental Advocates
5135 Anza Street
San Francisco, California 94121

XXX. EFFECTIVE AND TERMINATION DATES

67. Pursuant to CWA section 505(c)(3), OCE shall submit this executed Consent Decree to the United States Environmental Protection Agency ("EPA") and the United States Department of Justice ("DOJ") for a 45-day review and comment period, and the Court shall not enter its judgment on consent until the expiration of this review and comment period. If the EPA or DOJ request or suggest revisions to this Consent Decree or object to entry of this Consent Decree in the form presented, the Parties shall attempt in good faith to agree to revisions of this Consent Decree in accord with the requested or suggested revisions provided by EPA or DOJ and/or otherwise accommodate EPA or DOJ's objections. If the Court objects to entry of this Consent Decree in the form presented, the Parties will attempt in good faith to agree to revisions of this Consent Decree necessary so that it is acceptable to the Court.

68. This Consent Decree shall terminate when the following conditions are met:

- a. The City has met the final SSO Reduction Performance Goal in the preceding twelve (12) months;
- b. The City has implemented in full all the requirements of the SSMP for at least three (3) consecutive years;

1 c. The City has completed all the requirements related to SEPs specified in
2 Part XVII (SUPPLEMENTAL ENVIRONMENTAL PROJECTS);

3 d. All fees and costs due under Part XXV (DISPUTE RESOLUTION), and
4 any Interest accrued thereon, have been paid in full to OCE.

5 69. Alternatively, this Consent Decree shall terminate when the following alternate
6 conditions are met:

7 a. The City has attained the SSO Reduction Performance Goals specified in
8 paragraph 12(a) for at least the year immediately proceeding Consent Decree termination;

9 b. The City has materially implemented the requirements of the SSMP for at
10 least six (6) consecutive years;

11 c. The City has been in full compliance with all the requirements related to
12 SEPs specified in Part XVII (SUPPLEMENTAL ENVIRONMENTAL PROJECTS) for at least
13 three (3) consecutive years; and

14 d. All fees and costs due under Part XXV (DISPUTE RESOLUTION), and
15 any Interest accrued thereon, have been paid in full to OCE.

16 70. Notwithstanding the foregoing, this Consent Decree shall automatically terminate
17 ten (10) years from the Effective Date, unless by order issued by this Court the termination date
18 has been extended.

19 71. The City shall initiate termination by submitting certification to OCE that it has
20 satisfied the conditions of termination set forth in this Part. If OCE agrees with the City's
21 certification, then the Parties shall file a joint motion for termination of this Consent Decree. If
22 OCE disagrees with the City's certification, then the matter shall be subject to the dispute
23 resolution provisions of Part XXV (DISPUTE RESOLUTION).

24
25 It is so Stipulated:
26
27
28

1 For Plaintiff Our Children's Earth
Foundation:

2 Dated: May 5, 2011

Christopher Sproul

Christopher Sproul
Counsel for Plaintiff

4 For Defendant City of Pacifica:

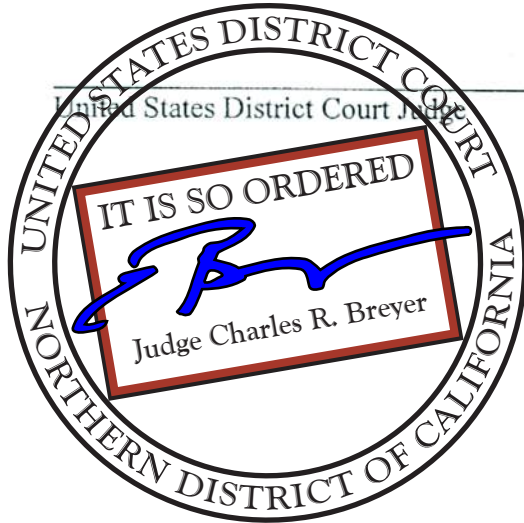
5 Dated: May ____, 2011

6 Kenton L. Alm
7 Kenton L. Alm
Counsel for Defendant

8 Pursuant to the stipulation of the Parties, IT IS SO ORDERED.
9

10 Dated: June 29, 2011

12 1373839.21



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EXHIBIT A
RMC SCOPE OF WORK
(attach scope of work)

SCOPE OF WORK

The scope of work presented below details RMC's proposed work plan for the Collection System Master Plan. The scope follows the tasks outlined in the City's RFP and identifies the deliverables for each task. Unless specifically noted, it is assumed that draft deliverables will be submitted electronically. The City's comments on draft technical memoranda (TMs) will be incorporated into the Master Plan report.

Task 1 – Project Coordination

This task includes the following activities:

- *Kickoff Meeting.* RMC will conduct a kickoff meeting with the City staff to discuss the project scope, approach, schedule and assumptions, communications protocol and initial data needs for moving forward with the master planning activities.
- *Progress Meetings.* In addition to frequent contact via email and telephone, RMC will participate in periodic progress meetings with the City to discuss progress to date, findings, outstanding issues and next steps. At a minimum, project status meeting will be held with City staff following submittal of all draft deliverables to discuss the findings and any review comments.
- *Progress Reporting.* RMC will prepare monthly progress reports to summarize project activities and budget/schedule status.

Deliverables:

- Agendas and meeting minutes for the kickoff meeting and project progress meetings
- Monthly invoices and project progress reports

Assumptions:

- Six (6) project meetings at City offices, in addition to telephone conference calls as needed.

Task 2 – Conversion of Wastewater Collection System Map to GIS

Under RMC direction, RMC's subconsultant Engineering Mapping Solutions (EMS) will convert the City's existing AutoCAD collection system mapping to ESRI ArcGIS format. A base map in GIS will be created from the AutoCAD map or by obtaining GIS parcel base mapping from the City (if available) or San Mateo County. All relevant sewer system features (manholes, cleanouts, pipes, pump stations, etc.) that are shown on the AutoCAD map will be converted from AutoCAD or digitized using the existing CAD placement as a guide. Text information from the AutoCAD map will be assigned as attributes to the respective nodes (manholes) and pipes. Attribute data will include Manhole ID, upstream and downstream Manhole IDs for pipes, manhole rim elevation, and pipe diameter, length, material, type (e.g., gravity or force main), and upstream and downstream invert elevations. A draft GIS map will be prepared for review by the City. RMC will also identify any critical missing attribute data for discussion with City.

Deliverables:

- Sewer system GIS files with associated attribute data tables

Assumptions:

- City will provide latest AutoCAD sewer system file. Any recently-constructed facilities will be added by the City to the AutoCAD map prior to conversion.

Task 3 – Data Collection and Review

As part of this task, RMC will prepare an initial request list of data and information that may be relevant to the Master Plan. The information may include relevant reports, maps, facility information and other required data including but not limited to:

- Previous studies and reports including the 1982 Sewer System Evaluation Study (SSES) and the City's current Sewer System Management Plan (SSMP);
- The City's existing Capital Improvement Program (CIP);
- The City's general plan and other relevant planning documents for information related to land use, dwelling units, lot sizes, etc.;
- Existing hydraulic model files;
- Major facility drawings and operating information (e.g., pump stations);
- Available flow and rainfall data;
- Pump station SCADA data;
- Maintenance logs; previous smoke testing, manhole inspection, and closed-circuit television (CCTV) inspection reports and data; other data relating to known problem areas;
- The City's design standards; and
- Available customer billing data.

RMC will review the data in order to become familiar with the City's wastewater collection system and its operation, and assess the information available for preparing the Master Plan. For any data that is not available but critical for the Master Plan, RMC will recommend an approach for obtaining the information or making use of existing data, and will discuss this approach with the City.

Deliverables:

- Data assessment (to be discussed with City)

Assumptions:

- Above information will be compiled and provided by City.

Task 4 – Flow Monitoring

Flow monitoring is necessary to quantify dry and wet weather flows in the system and to calibrate the collection system hydraulic model. This task involves the following activities:

Subtask 4.1 Develop Flow Monitoring Plan

RMC will develop a plan for temporary flow monitoring in the collection system, including proposed flow monitoring and rain gauge locations. The monitoring plan will be designed to isolate major areas of the system (basins and subbasins), each containing approximately 20,000 to 30,000 feet of pipe. The flow monitoring plan will be submitted for the City's review and approval.

Subtask 4.1 Conduct Flow Monitoring

After the City's review and approval of the flow-monitoring plan, RMC's flow monitoring subconsultant, V&A, will conduct a reconnaissance of the flow monitoring sites to confirm the locations are appropriate for monitoring from the standpoint of hydraulic conditions, safety, and access. V&A will also determine the appropriate meter type for the specific hydraulic conditions at each site (all gravity flow meters will be area-velocity type, capable of recording both flow depth and velocity). V&A will then install,

calibrate and maintain the flow meters for up to 8 weeks during the rainy season and remove the flow meters at the end of this monitoring period. RMC will review flow monitoring site reports to confirm final flow meter locations and will periodically review the flow monitoring data (every two to three weeks) during the flow monitoring periods to check data quality and consistency. V&A will prepare a summary report and provide final electronic data files (15-minute data) at the conclusion of the monitoring.

The flow monitoring report will provide summary data for each flow monitoring site (e.g., average, minimum, and peak flows, and plots of depth, velocity, flow rate, and rainfall. Analysis of the flow monitoring data to quantify infiltration/inflow (I/I) and develop design flows is an integral part of model calibration and will be conducted as part of Task 5.

Deliverables:

- Flow monitoring plan including proposed meter and rain gauges sites and meter tributary areas
- Flow monitoring report (hard copy) and electronic data files

Assumptions:

- The flow monitoring program will include approximately 15 monitoring sites.
- The flow monitoring budget assumes 15 area-velocity flow meters and three (3) recorded rain gauges are installed for a period of eight weeks during the rainy season.

Task 5 – Hydraulic Model Development

Development of a hydraulic model for the City's collection system is needed to identify capacity constraints and improvement needs.

Subtask 5.1 Develop Model Loads and Preliminary Flow Factors

This subtask includes the following activities:

- *Estimates of Existing Wastewater Flows.* RMC will review existing parcel, customer billing and water use data, land use type, number and type of dwelling units, etc as available to determine if the information is sufficient for estimating existing wastewater flows. The exact methodology to be used to develop model loadings will depend on the format and completeness of available parcel-based data. If sufficient data is not available to generate loadings on a parcel basis, then census data or land use mapping will be used for this purpose. Commercial, industrial, and/or institutional users which may contribute significantly greater unit flows than average shall be identified and investigated individually through discussions with City staff.
- *Estimates of Future Wastewater Flows.* RMC will coordinate with the City Planning Department staff to discuss specific planning issues and potential growth or redevelopment areas in the City. Using this information, land use-based estimates of future wastewater flows will be developed through a planning horizon agreed upon by the City. The projected timing of any growth/redevelopment will also be discussed to provide input on potential phasing of collection system improvement projects identified as part of the Master Plan.
- *Preliminary Design Flow Criteria.* RMC will develop the design criteria to be used to estimate wastewater flows, including unit base wastewater flow factors for residential and non-residential land uses; diurnal base wastewater flow patterns; and infiltration/inflow parameters. These criteria will be developed based on the flow monitoring data from Task 4 plus RMC's experience with similar Bay Area systems. These criteria will be verified/refined through the model calibration process.

Subtask 5.2 Build and Calibrate Model

This subtask includes the following activities:

- *Select Model Software.* RMC will work with the City staff to review the capabilities of the existing model software (StormNet) compared to other hydraulic software programs that have been used for similar collection system master planning efforts. Based on the City's existing and future modeling needs and other criteria identified by the City, an appropriate modeling software package will be selected in coordination with City staff. Based on the software selected, RMC may use its own software licenses to perform the modeling work or City may elect to purchase or use its own model software.
- *Construct and Validate Model Network.* RMC will develop a hydraulic model for the sewer system that will be used to assess potential capacity constraints under the model loads developed as part of Subtask 5.1. The modeled sewer network will include at a minimum all sewers 10 inches and larger (i.e., the "trunk network") and critical smaller diameter pipes, including those that serve areas of significant size, are known or suspected by City staff to have capacity problems, or serve areas of potential future growth or redevelopment. Less critical smaller-diameter pipelines will not be included in the initial model but could be added in the future as needed. The model will also include any pump stations located within the trunk network. Following the construction of the model database, a QA/QC process called "model validation," will be used to verify the data before beginning any model runs. This process includes checking network connectivity and data completeness and reasonableness for apparent discrepancies (e.g., negative pipe slopes, outlet pipe invert elevations higher than inlet invert elevations etc.). Missing or suspect data will be resolved to the extent possible through review of available record drawings.
- *Delineate Subbasins and Populate Model.* RMC will review and refine (further subdivide) the City's subbasin boundaries (as initially defined for the flow monitoring plan in Task 4) and assign the model loads and flow factors developed as part of Subtask 5.1 to the subbasins.
- *Calibrate Model.* RMC will run the model under existing conditions and compare the computed dry weather and wet weather flow hydrographs to observed flow monitoring data and SCADA data. Modeling parameters such as unit flow rates, diurnal curves, and infiltration/inflow (I/I) factors will be adjusted as needed to achieve a reasonable match for modeled to metered flows.

Deliverables:

- Model Documentation TM
- Hydraulic model files (at completion of project)

Assumptions:

- Elevations shown on City's AutoCAD map are at the same vertical datum (or City can provide any necessary datum adjustments).
- City staff will research record drawings if needed to obtain or confirm data for critical sewers included within the model.
- Field surveying for missing data needs is not included in the scope of work.

Task 6 – System Performance Evaluation and Improvement Needs

This task involves evaluation of collection system capacity and identification of specific improvement needs to address any deficiencies.

Subtask 6.1 Establish Capacity Evaluation and Design Criteria and Level of Service

RMC will propose appropriate design and hydraulic criteria to be used for assessing the capacity of existing sewer facilities and sizing new facilities, including Manning's "n" factor for gravity sewers or

Hazen-Williams “C” for force mains, maximum d/D values, minimum and maximum velocities, slopes, and depth of cover, and pump station design and reliability considerations (e.g., firm capacity, efficiency, emergency storage). In developing criteria to be used for the Master Plan, RMC will review the City’s existing design criteria as compared to industry standards and standards used by other agencies. RMC will also propose an appropriate design storm to be used for assessing system capacity, and criteria for evaluating the performance of the system under the design event (e.g., acceptable level of surcharge) that reflects the City’s desired level of service and risk acceptance. The proposed criteria will be reviewed and discussed with City staff.

Subtask 6.2 Evaluate Existing System Performance

Using the hydraulic model and based on the criteria established in Subtask 6.1, RMC will evaluate the performance of the existing collection system under existing and future dry and design wet weather flows. Capacity deficiencies will be identified based on the performance criteria established in Subtask 6.1. Thematic maps and hydraulic gradeline plots will be prepared to present the identified capacity problem areas.

Subtask 6.3 I/I Analysis

RMC will review the I/I flow characteristics associated with the different subbasins in the system (based on flow monitoring data and model results) and their location with respect to identified capacity deficiencies. Based on this analysis, RMC will identify areas that may be suitable for rehabilitation efforts to further reduce I/I. RMC will develop estimates of the percent I/I reduction that can be achieved through rehabilitation of various combinations of mains, lower laterals and upper laterals. These percent I/I reduction estimates will be incorporated into the hydraulic model in Subtask 6.4 to determine the effects of the rehabilitation alternatives on peak flows.

Subtask 6.4 Develop Capacity Improvement Projects

This subtask includes the following activities:

- *Development of Alternatives and Preliminary Solutions.* Using an iterative simulation process and engineering judgment, RMC will develop and test solutions to identified capacity deficiencies. Solutions may include upsizing or paralleling existing pipes, consolidating flows in new sewers or existing sewers with available capacity, implementing flow diversions at critical locations, construction of wet weather storage facilities, or sewer rehabilitation to reduce I/I. Up to four conceptual alternatives will initially be identified (e.g., convey all flows, store wet weather flows, reduce I/I). Based on preliminary model results and discussion with City staff, the alternatives will be refined and focused on the most viable solutions for more detailed project development.
- *Cost Analysis of Proposed Solutions.* RMC will develop planning level cost estimates based on the most viable construction method for each potential solution for the identified deficiencies. In addition, RMC will perform a cost/benefit analysis of conveying/treating the wastewater flows versus implementation of rehabilitation alternatives identified for I/I reduction as part of Subtask 6.3. Through this analysis RMC will develop recommendations regarding investments in rehabilitation projects versus capacity improvement projects.

Prioritization of projects to develop 10- and 20-year capital improvement programs (CIPs) will be conducted under Task 8.

Deliverables:

- Thematic maps and hydraulic gradeline plots of predicted capacity deficiencies
- System Performance and Capacity Improvements TM

Task 7 – Condition Assessment and Rehabilitation/Replacement Program

This task involves development of a recommended program for the inspection, condition assessment and renewal/replacement of the collection system and pumping stations.

Subtask 7.1 Inspection Standards and Schedule

RMC will review information from the City regarding: criteria used to select sewers for inspection; inspection equipment and methodology; the defect coding system used; the media and formats for storing the data; the methodology used for developing rehabilitation recommendations and overall quality control process. RMC will review a sample of the City's video and defect information to verify the appropriateness of the defect coding, severity ratings and rehabilitation/replacement recommendations. From this review, RMC will work with the City to identify any needed improvements to inspection standards or processes and develop a prioritized inspection schedule for the collection system.

Subtask 7.2 Rehabilitation/Replacement (R/R) Decision Process

RMC will work with City staff to develop a well-documented and objective decision process to determine when sewer pipes should be repaired, rehabilitated or replaced. Through a structured work session with City staff, the decision process shall be designed to support the City's strategies for when pipes should be repaired, rehabilitated, replaced, or simply scheduled for continued cleaning. The decision process shall be based primarily on analysis of the type of defects, the quantity of each type of defect, and the severity of the defects identified in each pipe segment based on existing CCTV inspection data and shall be focused on the identification of projects that will help reduce the frequency of sanitary sewer overflows, reduce infiltration, and correct severe structural defects in the system.

Subtask 7.3 Rehabilitation/Replacement Program

Using the inspection results collected by the City to date and decision process developed as part of Subtask 7.2, RMC will work with the City to develop a prioritized list of R/R needs.

The process to be used by RMC will consist of the following steps:

- Develop a query to be applied to the CCTV defect code database. The purpose of the query will be to sort line segments based on the sewer repair, rehabilitation and replacement decision process developed in Subtask 7.2. The data will be linked to the new sewer GIS map in order to display condition ratings and the results from the R/R decision query;
- Perform a video review of line segments classified for repair, rehabilitation or replacement based on the above query to ensure that each line segment is properly classified. If RMC changes a recommendation for a line segment from the recommendation assigned by the decision process, a record will be kept noting the reason for the change;
- Perform a cursory review of other selected line segments ranking close to the criteria for repair or replacement to confirm that major defects were not missed.

RMC will then estimate the overall extent and cost of the required near-term R/R needs and will develop long-term R/R needs based on assumed failure rates for classes of pipe materials and ages. The recommended R/R program will be incorporated into the long-range CIP developed under Task 8.

Subtask 7.4 Pump Station Condition Assessment

As part of this subtask, RMC will review existing available plans, pump specifications, and operation and maintenance records for the City's pump stations. RMC will meet with City staff responsible for the pump stations to discuss any current issues with respect to capacity, operations, or condition, and will conduct a one-day visit to the pump stations accompanied by District staff and conduct a visual

assessment. RMC will include a summary of findings and identified improvement needs based on the information review and field visit in the overall Condition Assessment TM.

Deliverables:

- Condition Assessment and R/R Program TM

Assumptions:

- Existing CCTV data is in PACP format and contained within a single WinCan database.
- Segments in WinCan database are identified by upstream and downstream manhole IDs that correspond to City's AutoCAD sewer maps.
- Existing CCTV database contains inspection results for approximately 15 percent of the system (~65,000 feet or about 250 pipe segments).
- Approximately 20 percent of inspected segments will be classified as requiring repair, rehabilitation, or replacement (for purposes of estimating level of effort for video review).
- Pump station assessment will not include any pump testing or detailed structural or electrical evaluations.

Task 8 – Long-Range Capital Improvement Plan Development

In conjunction with City staff, RMC will prioritize the recommended capacity improvement and rehabilitation projects. Prioritization criteria will include the severity of existing capacity deficiencies (as indicated by the extent of surcharge or potential overflows predicted by the model), the relative impact of the predicted surcharge or potential overflows (on public health and safety, water quality, business and community facilities, etc.), the timing of proposed development/redevelopment, maintenance history and/or sewer condition information, and coordination with other City projects (e.g., road improvements). This prioritized list will be used to develop a phased capital improvement plan for short-term (10-year) and long-term (20-year) sewer improvements. The phasing will also consider financial constraints as indicated by the City.

Deliverables:

- Collection System CIP (to be incorporated into Master Plan report)

Task 9 – Master Plan Preparation

This task involves compiling the work conducted as part of the earlier tasks into a comprehensive Collection System Master Plan.

- *Draft Collection System Master Plan.* RMC will incorporate the finding and recommendations of the project into a comprehensive Collection System Master Plan. This plan will document the methodology and assumptions used to develop the hydraulic model, the recommended performance and design criteria, analyze the model results and develop the recommended capacity improvements and sewer rehabilitation/replacement program CIP.
- *Final Collection System Master Plan.* RMC will prepare Final Master Plan report based on City's review comments on the draft report.

Deliverables:

- Draft Collection System Master Plan
- Final Collection System Master Plan

Assumptions:

- Ten (10) hardcopies of the Final Master Plan will be submitted.

Task 10 - Assessment of Operation and Maintenance Practices [OPTIONAL]

If desired, RMC can provide an assessment of the collection system operation and maintenance (O&M) practices in order to develop SSO reduction strategies. This task could include some or all of the following activities:

- *O&M Assessment.* This would involve an operations assessment of the collection system O&M activities that impact collection system performance. The purpose of the assessment will be to identify opportunities for improvements to the collection system O&M program that will improve performance and reduce SSOs. RMC will assess the following activities and practices and will develop an assessment TM documenting any opportunities for improvements:
 - Maintenance strategies, planning, scheduling approach, and tools
 - Sewer cleaning procedures, equipment and tools
 - Sewer cleaning workload and the adequacy of sewer cleaning resources
 - Sewer cleaning quality assurance and quality control processes
 - Chemical root control program
 - Fats, Oils and Grease (FOG) control program including design standards for grease removal equipment, inspection program for food service establishments, and approach to corrective action.
 - CCTV inspection performed to support collection system O&M
 - Sewer maintenance data collection, management, analysis, and decision-making
 - Maintenance performance reporting
- *SSO Reduction Initiatives.* RMC will assist the City in developing a set of SSO Reduction Initiatives from the opportunities for improvement identified in the O&M Assessment. The initiative, priority, required staffing and equipment to implement, estimated cost, and the expected benefits of each initiative will be documented in an SSO Reduction Initiatives Implementation Plan.

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EXHIBIT B
CIP PROJECTS FY 2010-11
(attach project list)

CIP FOR FISCAL YEAR 2010-2011

PROJECT NAME	DESCRIPTION	STATUS
SANITARY SEWER MAINLINE REPLACEMENT AT LEWIS LANE	The sanitary sewer mainline replacement at Lewis Lane is located within the easement areas along the wooded backyards and sideyards of several private properties along the northern side of Lewis Lane, six homes along the eastern side of Manor Drive, and several homes along Hibbert Court in the City of Pacifica. The Project consists of the replacement of existing 1,640 linear feet of 6-inch vitrified clay pipe (VCP) sanitary sewer maintain with new 6-inch HDPE (SDR 17) by pipe bursting, 17 lateral reconnections, and 11 manhole rehabilitation.	COMPLETED SEPTEMBER 2010
BAR/FILTER SCREENS UPGRADE AT THE LINDA MAR PUMP STATION AND THE SHARP PARK PUMP STATION	BAR/FILTER SCREENS UPGRADE AT THE LINDA MAR PUMP STATION AND THE SHARP PARK PUMP STATION consist of rebuilding the existing Aqua Guard® Self-Cleaning Bar/Filter Screens at both the Linda Mar Pump Station and the Sharp Park Pump Station by Parkson certified technicians using certified parts.	COMPLETED SEPTEMBER 2010
PALMETTO SLIPLINE PROJECT	The PALMETTO SLIPLINE PROJECT consists of rehabilitating about 2,340 linear feet of 12-inch pipe, about 1,600 linear feet of 15-inch pipe and about 5,000 linear feet of 18-inch pipe trunk sewer mainlines by a Cured-in-place-pipe (CIPP) process.	UNDER CONSTRUCTION EXPECTED COMPLETION NOVEMBER 2010
SANITARY SEWER MAINLINE REPLACEMENT AT AVALON AVENUE BETWEEN EDGEMAR AVENUE AND OCEANA AVENUE	The Sanitary Sewer Mainline Replacement at Avalon Avenue between Edgemar Avenue and Oceana Avenue consists of upgrading about 285 linear feet of the existing 8-inch sanitary sewer mainline with a new 14-inch polyvinyl chloride (PVC) pipe.	WORK WILL BE OPEN FOR PUBLIC BIDDING IN OCTOBER EXPECTED COMPLETION NOVEMBER 2010

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EXHIBIT C
SEP I DESCRIPTION
(attach description)

City of Pacifica Focused Private Sewer Lateral Grant Program

The goal of the Focused Private Sewer Lateral Grant Program is (1) to reduce the rate of inflow and infiltration (I/I) in the City's collection system and the number and volume of private lateral spills by incentivizing homeowners to repair or replace their defective private sewer laterals; and (2) to focus the City's efforts in areas with the greatest I/I from laterals. The City intends to achieve these goals by making \$650,000 in grant funds available for lateral repair/replacement. These funds will be allocated to fund or subsidize the repair or replacement of defective laterals in basins or locations that are determined by the City's Master Plan and condition assessment program to have the highest levels of I/I from lateral sewers.

City staff will conduct closed-circuit television inspections of private laterals in those areas that are determined by the City's Master Plan and condition assessment program to have the highest levels of I/I from lateral sewers. In addition, when the City replaces a main in a basin that has been identified as having high I/I from laterals, the City will inspect all of the laterals connected to the main scheduled for replacement.

If the City's inspection identifies a defect in a private lateral, the City will notify the homeowner of the defect, direct the homeowner to repair or replace the lateral within a certain period of time, and provide the homeowner with a list of contractors with whom the City has previously negotiated a fixed or per-unit price. The homeowners will have the option of using one of the contractors on the City's list or a contractor of their choice. Upon the contractor's satisfactory completion of the work, the City will reimburse the homeowner in an amount deemed appropriate by the City.

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EXHIBIT D
SEP III DESCRIPTION
(attach description)

Rockaway Creek West of Highway 1 Restoration Project

The City of Pacifica proposes to restore approximately 270 linear feet section of Rockaway Creek west of Highway 1. The goals of the project are to reduce sediment loading to surface waters caused by erosion of the creeks banks and to improve the quality of the stormwater entering the creek from the adjacent parking lot. The City will fund the project in the amount of \$170,000.

In order to accomplish these goals, the City of Pacifica will remove all non-native vegetation from the Rockaway Creek channel and banks west of Highway 1. All existing native plants will be saved for replanting. The banks between the point at which the pipe daylights into the creek and the pedestrian bridge approximately 150 feet to the west will be protected using erosion control material, coir logs and willow stakes. The creek area west of the pedestrian bridge will be protected using erosion control material in conjunction with the replanting of appropriate native plant species. Several rocks (four to six ton) will be placed at the creek opening to act as a breakwater and prevent large waves from scouring out the newly planted vegetation. A bioswale will be created to capture water drainage from the parking lot entrance road prior to entering the creek. A temporary irrigation system will be installed to irrigate the new vegetation for a period of two years, or until the new vegetation is established, after which the irrigation system will be removed. Maintenance will be performed at the site to remove non native vegetation for a period of two years, and possibly three if needed.

The City will establish two fixed locations showing the project area where digital photos will be taken at the beginning of the project and then periodically to document the growth and establishment of the planted native species until the end of the project. These photos will be included in annual reports to OCE.

The native plants which will be planted as part of the project are as follows:

- *Salix lasiolepis* and *Salix sitchensis* (willow trees) will be the predominate plant species used in the restoration project. The plant material will be grown using cuttings from existing willows at the site and willows currently growing at the extreme western end of Calera Creek.
- *Scripus microcarpus*, *Juncus balticus* and *Scrophularia californica* will be planted in the creek channel.
- *Baccharis pilularis*, *Mimulus aurantiacus* and will be planted in areas with insufficient water to support willow trees.
- *Baccharis pilularis*, *Artemisia californica*, *Festuca californica* and *Juncus patens* will be planted in the bioswale.